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Ocean Springs School District
Request for Proposal:
Off-Site Medical Clinic and Drug Testing Services SY23-26

The Ocean Springs Board of Education invites you to participate in an RFP-Request for Proposals, by submitting a proposal for Off Site Medical Clinic and Drug Testing Services SY23-26. This invitation will be advertised in the MS Press and specifications and guidelines may be obtained by visiting www.ossdms.org or www.centralauctionhouse.com or obtained in the School Business Office, 2300 Government Street, Ocean Springs, Mississippi, 39564. Official Bid Documents may be downloaded, and electronic bids may be submitted at www.centralauctionhouse.com. For any questions relating to the electronic bidding process, and to receive bidding credentials, please call Central Bidding at 225-810-4814. Electronic submittal of RFP is not required, but is strongly encouraged.

Bid & Implementation Timeline:

Posting of Bid Notice to the State Bid Bank	4/18/2022
First Publication of the Bid Notice by the Newspaper	4/24/2022
Second Publication of the Bid Notice by the Newspaper	5/1/2022
Last day to submit questions	5/6/2022, 10 AM CDT
Bidder Specification Response Form Return Deadline	5/11/2022, 2:00 PM CDT
Submissions Reviewed	5/11-6/3/2022
Recommendation to the BOT	6/14/2022

RFP may be submitted electronically by contacting Central Bidding at 225-810-4814 and setting up an account or in person or via postal service of choosing to the Ocean Springs School District Business Office, 2300 Government St. Ocean Springs, MS 39564, and ATTN: Amy Armata, Purchasing. RFP submissions are to be in a sealed envelope clearly marked: **RFP-Off-Site Medical Clinic and Drug Testing Services RFP SY23-26** and returned no later than 2:00 PM CST, May 11, 2022 at which time submissions will be opened in the Ocean Springs School District Business Office located 2300 Government Street, Ocean Springs, MS 39564. The proposal must be signed by an authorized official to bind the offeror to the proposal provisions. No faxed or emailed proposals will be accepted. Late submissions will not be accepted. Any questions regarding the RFP need to be submitted via email to Mary Gill, CFO, mgill@ossdms.org and Amy Armata, Purchasing, aarmata@ossdms.org. Questions will be answered via a Q and A or Addenda document. Please check the websites for these documents.

Purpose and Need:

The Ocean Springs School District (OSSD) is seeking proposals from experienced and qualified firms to provide a near-site primary care and wellness clinic for district employees and their dependents. The goal of the OSSD is to contract with a vendor to offer a primary care and wellness clinic that is located within the city of Ocean Springs in order to increase access and convenience of health care services for employees and their dependents and reduce time lost and absence from work.

Experience:

The proposer must demonstrate at least three (3) years of successful experience in operating a primary care and wellness clinic. The selected vendor will provide licensed, professional personnel to perform medical health services. Personnel must be able to provide healthcare for employees and their dependents by assessing, diagnosing, charting, and providing patient care under the authority of a licensed physician, nurse practitioner, or physician assistant. Vendor is to comply with all laws ordinances, regulations and directives of applicable federal, state, county, and municipal authorities or regulatory agencies.

SCOPE OF SERVICES:**General and Age Specific Health Risk Assessments:**

The following elements should be included when health assessments are performed for patients; height, weight, body mass index (BMI), blood pressure check, body temperature, pulse rate, respiration rate, and mental health evaluation. Depending on age and health of the patient, blood analysis and other recommended assessments should be performed.

Comprehensive Range of Wellness Services:

The vendor will provide Health Risk Assessment, which will identify areas, to be addressed in the individual and the employee population as a whole. Services will be provided to include but not limited to counseling, coaching, education and management of chronic diseases. Promotional activities should be conducted to offer continued education and awareness of health concerns. These promotional activities could include targeted wellness emails, promotional services (ex: special pricing on mammograms in October), calendars with monthly specials.

Disease Management:

The vendor will provide disease management for individuals with chronic conditions including but not limited to Diabetes, COPD, Depression, Asthma, and ADHD. Work with the individual to monitor symptoms, provide education, and develop/maintain treatment plan that aligns with the national clinical guidelines for their condition.

Physical Examinations:

Physical examinations to be performed include, annuals, sports physicals, school and camp physicals, DOT certification and recertification.

Immunizations:

The vendor will provide immunizations for patients to include vaccinations for coronavirus (COVID-19), influenza, B-12, tetanus, Tdap, hepatitis A and B, and measles mumps rubella (MMR). Periodically the vendor will provide immunizations on campuses

of the OSSD for employees. An example of this is having a scheduled day for flu shots. Employees sign-up in advance to allow the vendor time to prepare for the number of employees that plan to receive the vaccination.

Minor Emergency Medical Treatment:

The vendor will treat minor emergencies to include but not limited to cuts, burns, fractures, sprains, strains, and minor lacerations.

Minor Non-Emergency Medical Treatment:

The vendor will treat minor non-emergencies to include but not limited to fever, bronchitis, common cold, respiratory infections, urinary tract infections, influenza, coronavirus (COVID-19), ear infections, allergic reactions, sinus infections, insect bites, wounds/abscesses.

Laboratory Testing:

The vendor will have appropriate equipment to perform laboratory testing and analysis for blood glucose, basic and comprehensive metabolic panels, complete blood counts, strep throat, coronavirus (COVID-19), pregnancy, tuberculosis, urinalysis, sexually transmitted diseases, and drug screenings.

Symptom Treatment:

The vendor will have knowledge and expertise to assess patient symptoms to include but not limited to rashes, itching, coughing, sneezing, wheezing, sore throat, strep throat, nausea, diarrhea, vomiting, headaches, and other pain and/or swelling.

Drug Testing:

The vendor will provide a maximum of 300 10 panel drug screens per year. To include Pre-employment/Random/Suspicion Drug/Alcohol Urine Drug Screens.

- Up to 50 bus driver DOT screenings with Breathalyzer screens will be provided at the vendor's clinic.
- Up to 250 student drug screenings will be provided to include 20/month random tests to be administered on OSSD campuses.
- Up to 20/year optional hair testing.

Work Related Injuries:

The vendor will assess and treat work related injuries that are referred by the OSSD Risk Manager. Injury status reports and return to work status updates will be provided to the OSSD Risk Manager. The vendor will not bill the worker's compensation insurance for these services as they will be part of the base price of services.

Mental Health:

Mental health evaluations and counseling will be performed by a nurse practitioner or medical physician to determine what type of intervention is necessary. Referral to necessary counselors, psychologists, psychiatrists, etc. should take place if medically necessary. Any patient that is a threat to themselves or others should be referred immediately and according to ethical standards and regulations to protect the life of the patient and others.

Referrals:

If the vendor is to refer patients to specialty clinics and/or doctors, the vendor must have the capability to transmit appropriate data to the referral clinic in a timely manner. The vendor will follow-up with patients after referral appointments.

Prescriptions:

The vendor will have personnel on staff with the legal authority to prescribe medications to the patient's pharmacy of choice.

Advertising and Materials:

The vendor will be responsible for providing promotional material including posters, flyers and educational pamphlets for employees of the OSSD. All materials are to be reviewed and pre-approved by the OSSD before being used.

Reports:

The vendor will provide the district with utilization reports on a quarterly and annual basis. The report should include the number of employees and dependents seen. Reports will be compliant with HIPAA confidentiality guidelines.

Confidentiality and Compliance:

The vendor will maintain patient confidentiality as required by both state and federal law, including the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Information on patients is confidential and will not be disclosed unless requested by the patient or required by law. When performing services described within this RFP, the vendor will acquire personal and medical information on patients and their family members. All information disclosed to the vendor will be held in strict confidence. No personal or confidential information gathered by the vendor will be dispersed to third parties or released to OSSD unless authorized by law or prior written approval is given by the patient.

Ocean Springs School District Board Policy
Policy FGDB: Project Administration Contract Awards Procedure

Whenever the Ocean Springs School District contracts for janitorial, landscaping, vending services, lawn service transportation, construction or any other service, the Superintendent or his/her designee shall ensure the following:

1. The contracting entity shall provide the district with a list of all employees who may come into contact with students.
2. The contracting entity shall certify in writing that each employee who may come into contact with students has completed a criminal history background check and Child Abuse Registry check and that no disqualifying information has been located.
3. The contracting entity shall certify in writing that all employees who may come into contact with students have not been convicted of any crime of violence, serious felony, or any offense listed therein: possession or sale of drugs; murder, manslaughter, or armed robbery; rape, sexual battery, or sex offense as Listed in MS Code Section 45-31-3 (1); child abuse, arson, grand larceny, or burglary; or gratification of lust or aggravated assault. If any employee of a contractor has been having been determined to be guilty of a crime of violence, serious felony, or any offense as outlined above, the employee of the contractor shall be prohibited from entering district property in the presence of any student.
4. The contracting entity shall certify in writing that no employee has been determined to be a sex offender in the child abuse registry. Any employee identified in the child abuse registry shall be prohibited from entering district property.
5. General Contractors shall also assure that employees of sub-contractors have not been convicted of a crime of violence, serious felony, or any offense included in #3; and, shall further complete child abuse registry checks for employees of all sub-contractors.
6. In the event of an emergency or exceptional circumstance, such as where a student's health or safety is in jeopardy or when immediate repairs are needed to make a building safe for student, the Superintendent may relax the requirements of the policy for a period of time necessary to rectify the exceptional or emergency situation.
7. In situations involving employees of a contracting entity which have no contact with students, the Superintendent shall be authorized to relax the requirements of the policy.
8. The Superintendent may, in his/her discretion, also be authorized to decline enforcement of this policy with respect to vendors who deliver food, supplies, and soda and snack machine vendors.

In the letting of public contracts, preference shall be given to resident contractors, and a nonresident bidder domiciled in a state, city, county, parish, nation or political subdivision having laws granting preference to local contractors shall be awarded Mississippi public contracts only on the same basis as the non-resident bidder's state, city, county, parish, nation or political subdivision awards contracts to Mississippi contractors bidding under similar circumstances. Resident contractors actually domiciled in Mississippi, be they corporate, individuals or partnerships, are to be granted preference over non-residents in awarding of contracts in the same manner and to the same extent as provided by the laws of the state, city, county, parish, nation, or political subdivision of domicile of the non-resident. MS Code Section 31-7-47 (1995)

LEGAL REFERENCE: MS Code as cited

ADOPTED: 01/13/2009

Ocean Springs School District Date Adopted: 1/13/2009

FGDB—E(1)

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

The undersigned does hereby certify to the Board of Trustees for the Ocean Springs School District ("District") as follows:

That I am representative of _____ ("Contractor"), currently under contract with the District; that I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Contractor.

Contractor certifies that all of its employees, as well as, employees of subcontractors, who may come into contact with students during the term of the contract with the District have had a criminal background check completed, as well as, a child abuse registry check and none have been located on the child abuse registry nor have any employees been found guilty of any crime of violence, serious felony, or offense listed in the District's School Board Policy FGDB.

A complete and accurate list of Contractor's employees and of all of its Subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto as Exhibit B.

The Contractor's employees and employees of the Subcontractors that were located on the child abuse registry or who were convicted of a crime of violence, serious felony, or offense listed in the District's School Board Policy FGDB are as follows:

- 1.
- 2.
- 3.
- 4.

Contractor acknowledges that he has reviewed School Board Policy FGDB of the Ocean Springs School District.

Dated: _____

Contractor By:

Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME this the _____ day of _____, 20____.

NOTARY PUBLIC

My Commission Expires:

STANDARD TERMS OF AGREEMENT AND CONDITIONS OF BID

For the purposes of clarity, the terms contractor, vendor and seller shall be synonymous. The terms Ocean Springs School District and owner shall be synonymous. The terms BID and Proposal shall be synonymous.

1. Purchases: Every purchase by the Ocean Springs School District of goods, services, or both, shall be governed by the following terms and conditions, except to the extent that such terms, and conditions are specifically modified or altered by the terms and conditions of the specifications sheet/s.

2. Gratuities: The District may, by written notice to the Seller, cancel this contract without liability to Seller and District if it is determined by District that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to an officer or employee of the District with a view toward securing a BID or securing favorable treatment with determinations with respect to the performance of such BID. In the event this BID is canceled by District pursuant to this provision, District shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller. Prohibition against Personal Interest in Bids: If any member of the Board of Trustees of the District or any employee of the District has any interest, either direct or indirect, in the business of the Seller, such interest must be disclosed in Seller's BID. At the discretion and interpretation of the District, such interest may disqualify the Seller/Vendor as meeting the requirements of this BID.

3. Special Tools and Test Equipment: If the price stated in the Proposal includes the cost of any special tooling or special equipment fabricated or required by Seller for the purpose of fulfilling Seller's obligations, such special tooling equipment and any process sheets related thereto shall become the property of the District, to the extent feasible, and shall be identified by the Seller as such.

4. Warranty and Price: The price to be paid by the District shall be contained in Seller's proposal which Seller warrants to be no higher than Seller's current prices on order for products/services of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this BID upon an agreement or understanding for commission, percentage, brokerage, or contingent fee that would exceed the BID proposal pricing. For breach or violation of this warranty, the District shall have the right in addition to any other right or rights to cancel this BID without liability and to deduct from the BID price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee.

5. Warranty Products: Seller shall not limit or exclude any implied warranties. Any attempt to do so shall render this BID void at the option of the District. Seller warrants that the goods/services furnished will conform to the specification, drawings and descriptions contained in the BID Documents and to the sample/s furnished by Seller, if any.

6. Safety Warranty: Seller warrants that the product or service sold/distributed in the District shall conform to the standards promulgated by the U. S. Department of Labor under the Occupational Safety and Health Act (OSHA) of 1970. In the event the product/service does not conform to OSHA standards, District may discontinue the use of products/services at the Sellers expense.

7. No Warranty by District against Infringements: As part of this BID for sale, Seller agrees to ascertain whether goods manufactured or services provided in accordance with the specifications attached to the agreement will give rise to the rightful claim of any third person by way of infringement or the like. District makes no warranty that the production of goods/services according to the specification will not give rise to such a claim. In the event the Seller is sued on the grounds of infringement or the like will result, the Seller will notify District to the effect in writing, of the notification of infringement. If District does not receive notice and is subsequently held liable for the infringement or the like, Seller will indemnify the District and hold District harmless from any loss, cost or expense. If Seller ascertains that production of the goods/services in accordance with the specifications will result in infringement or the like, this BID shall be null and void. The Seller at the end of the warranty period shall deliver to the District any and all documents and operating manuals for technology, equipment, telecommunication access/passwords and training to maintain the equipment to continue to operate the systems.

8. Commitment of Current Revenue: The BID is conditioned on a best effort attempt by this governing body to obtain and appropriate funds for payment of the BID and the continuing right to terminate. This BID is a commitment of the District's current revenues only.

9. Advertising: Seller shall not advertise or publish, without District's prior consent, the fact that District has entered into this BID, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

10. Right to Assurance: Whenever one party to this BID in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of this intent to perform. In the event that a demand is made and no assurance is given within five (5) days of the request, the demanding party may treat this failure as an anticipatory repudiation of the BID.

11. Independent Contractor: Seller shall perform the services and/or provide goods required by the BID Document as an independent contractor and shall furnish such services/goods in its own manner and method. Under no circumstances or conditions shall any agent, servant, or employee of Seller be considered as an employee of the District.

12. Hold Harmless: Seller shall fully indemnify, save and hold harmless the District, its officers, employees, and agents (hereafter "the indemnitied") against any and all liability, damage, loss, claims, demands and actions of any nature whatsoever on account of personal injuries (including, without limitation on the foregoing, worker's compensation and death claims), or property loss or damage of any kind whatsoever, which arise out of or in any manner connected with, or are claimed to arise out of or be in any manner connection with, the performance of the BID and its awarded products/services. Seller shall, at its own expense, investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demand and actions.

13. Assignment Delegation: No right or interest in this BID shall be assigned or delegation of any obligation made by Seller without the written approval of the District. No BID or its provisions may be assigned, sublet or transferred without the written consent of the District. The performance of this BID by Seller is of the essence of the BID and the District's right to withhold consent to such assignment or delegation by Seller shall wholly void and hold totally ineffective for all purposes unless made in conformity with this paragraph.

14. Waiver: No claim or right arising out of a breach of this BID can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.

15. Modifications: The signed BID can be modified or rescinded only by a written request signed by both parties and their duly authorized agents.

16. Modification to Specifications: Any and all variances from the items specified must be submitted in writing to the Business Office in addition to detailed manufacturer's specifications ten (10) days prior to BID Opening.

17. Non-Resident Vendors: Non-resident vendors must include documentation of the non-resident vendor's state preference laws. This is the amount or percentage of preference states give to resident vendors from their own state when awarding Bids. If the local state does not have a non-resident vendor's preference law, please attach a letter stating such. Such non-resident preferences shall be treated in a reciprocal manner.

18. Applicable Law: This BID shall be governed by the Mississippi Code as enacted by legislature which is effective and in force on the date of this BID together with any other laws of the United States, The State of Mississippi, Ordinances of the County of Jackson, Mississippi and the City of Ocean Springs, Mississippi and the policies and procedures of the Ocean Springs School District.

19. Interpretation Evidence: The BID Documents are intended by the parties as the final expression of their agreement and are intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant

to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by codes, is used in this agreement, the definition contained in the code is to control.

20. E-Verify Program: Vendor/Seller represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work with the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Vendor/Seller agrees to maintain records of such compliance and, upon request of the State, to provide a copy of each such verification to the State. Vendor/Seller further represents and warrants that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Vendor/Seller understands and agrees that any breach of these warranties may subject Vendor/Seller to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Vendor/Seller by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) both. In the event of such termination/cancellation, Vendor/Seller would also be liable for any additional costs incurred by the State due to contract cancellation or loss of license or permit.

21. Venue: Both parties agree that venue for any litigation arising from this BID shall lie in Jackson County, Mississippi.

22. Payments: No partial payments will be given for services/products until the job/order is complete.

23. Disbarment: Each Vendor will certify that: no federal or state suspension or debarment is in place, no criminal history of the firm/vendor or its employees exist, there is no collusion involved in presenting the BID or its components, the minimum insurance requirements are in place.

24. Federal Funds: This Bid may be funded in whole or in part with federal funding and could be subjected to applicable federal laws and regulations, all clauses required by federal statutes and Equal Opportunities and their implementing regulations, including all of the provisions listed in Appendix II to 2 C.F.R. Part 200-Contract Provisions for Non-Federal Entity Contracts under Federal Awards, and any other provisions required by law or regulations.

25. SAM.gov Document: Any prospective vendor must be registered through the United States' System for Award Management (SAM) to do business with the federal government and must have a valid DUNS number.

26. Bid Protesting Policy: See OSSD Board of Trustee's policy DJEDD-Bid Protest Policy for details.

Information Responses Required:

Submit a written response for each question below.

1. How long has your company been in existence?
2. Provide information on your ownership structure. List all companies owned by the same organization and/or related ownership structure.
3. Who are your principals and board members? Provide a biography for these individuals.
4. Provide at least 2 references with at least one being an active client.
5. Provide the location of the clinic.
6. Describe the proposed standard hours the clinic will operate including days and times the clinic will be open. Include information regarding holidays.
7. Describe how appointments are scheduled. Are walk-ins accepted?
8. Provide details of the staffing model used in your clinic. Include the number of doctors, nurse practitioners, nurses, medical assistants, and clerical staff.
9. Describe how you source back-up staff to handle shortages that may result from vacation and illnesses.
10. Provide details on your clinic's ability to meet the scope of services required.
11. Provide details on any additional services that will be provided.
12. It is the intent of the OSSD to offer the clinic free of charge to employees and their dependents who are covered by the district's health insurance plan (BCBS Sate). Employees and dependents who are not covered by the district's health insurance plan will be charged a fee per visit for services.
Provide a complete summary of your pricing model. Include the following:
 - a. Employees and/or dependents covered by the state health plan cost per visit.
 - b. Employees and/or dependents not covered by the state health plan cost per visit.
 - c. Monthly rate billed to the district.
 - d. Any add-on fees.
13. Are payment rates guaranteed for the term of the contract?
14. Submit your company's proposed agreement or contract if available, for the OSSD to review.

Please complete and include this signed document with your proposal.

The undersigned hereby certifies that I am an individual authorized to act on behalf of the company in submitting this Request for Proposal. I certify that all of the information provided herein is true and accurate, to the best of my knowledge. I understand that the discovery of deliberately misrepresented information contained herein may constitute grounds for denying the applicant's request for approval.

Please initial each item listed below.

- _____ 1. Vendor acknowledges receipt of Scope of Work.
- _____ 2. Vendor acknowledges receipt of Information Response Questions and has included a typed response to each question.
- _____ 3. Vendor acknowledges receipt of OSSD policy FGDB and FGDB-E1 and agrees to complete and submit FGDB-E1 form on their employees if awarded the contract.
- _____ 4. Vendor has read the Scope of Services.
- _____ 5. Vendor and abides by Terms and Conditions set forth in this RFP specification packet.
- _____ 6. Vendor has checked the Central Bidding website and OSSD website for addenda and receipt of such, if applicable.
- _____ 7. Vendor acknowledges receipt of Bid Response Form.

Bid Response Form

Bid Submitted By:

Name of Company:

Mailing Address:

City, State, Zip:

Telephone Number:

Email Address:

Signature of Authorized Representative:

Date: _____